

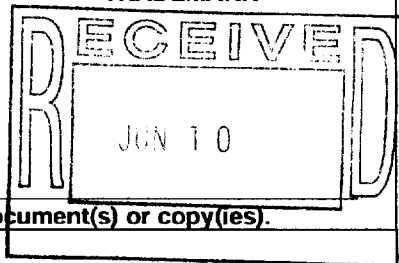
06-15-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



6-10-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☒ Other Bill of Sale

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
04 / 23 / 1999

Name OMNITECH CONSULTING GROUP, INC.

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization Illinois

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Diamond Technology Partners Incorporated

DBA/AK/A/T/A

Composed of

Address (line 1) 875 North Michigan Avenue

Address (line 2) Suite 3000

Address (line 3) Chicago

Illinois

60611

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

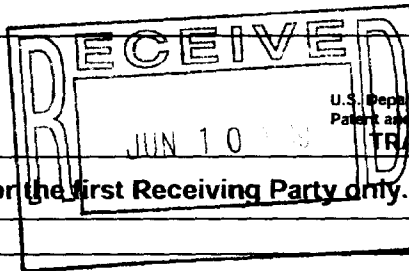
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001912 FRAME: 0234



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (312)-321-1700

Name E. Leonard Rubin

Address (line 1) GORDON & GLICKSON LLC

Address (line 2) 444 North Michigan Avenue

Address (line 3) Suite 3600

Address (line 4) Chicago, Illinois 60611-3903

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,610,030		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50--0207

Authorization to charge additional fees:

Yes



No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

E. Leonard Rubin

Name of Person Signing

Signature

June 10, 1999

Date Signed

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is entered into as of April 23, 1999 (this "Agreement") by and between Omnitech Consulting Group, Inc., an Illinois corporation (together with its successors and permitted assigns, "Seller"), and Diamond Technology Partners Incorporated, a Delaware corporation (together with its successors and permitted assigns, "Purchaser").

RECITALS:

A. Seller is engaged in the business of providing marketing and management consulting services (the "Business").

B. Seller desires to sell to Purchaser, and Purchaser desires to acquire certain assets, and to assume certain liabilities from Seller, associated with the Business on the terms and conditions set forth in the Purchase Agreement (defined below).

C. Seller, Purchaser and the Stockholders have entered into that certain Asset Purchase Agreement dated April 23, 1999 (as amended, restated, supplemented or otherwise modified, the "Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment and delivery by Seller to Purchaser of the Purchased Assets (as such term is defined in Section 1.2 of the Purchase Agreement).

D. Seller and Purchaser have simultaneously herewith executed that certain Assumption Agreement dated as of the date hereof pursuant to which Purchaser has assumed all Liabilities of Seller (other than the Retained Liabilities).

E. The parties hereto desire to execute and deliver this Agreement for the purpose of effecting the sale, transfer, assignment and delivery of the Purchased Assets as contemplated pursuant to Section 2.1 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Sale and Assignment of the Business and the Purchased Assets.

(a) Seller by this instrument does hereby sell, transfer, assign and deliver to Purchaser all of Seller's right, title and interest in, to and under the Purchased Assets.

(b) Notwithstanding anything in this instrument to the contrary, Seller is retaining ownership and possession of, and is not selling, transferring, assigning or delivering to

Purchaser hereunder or otherwise, any rights, title or interest of Seller in, to or under, any of the Retained Assets.

3. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer upon any Person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale and Assignment to be duly executed as of the date first written above.

OMNITECH CONSULTING GROUP, INC.

By: 

Title: President

**DIAMOND TECHNOLOGY PARTNERS
INCORPORATED**

By: _____

Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale and Assignment to be duly executed as of the date first written above.

OMNITECH CONSULTING GROUP, INC.

By: _____
Title: _____

DIAMOND TECHNOLOGY PARTNERS
INCORPORATED

By: ILSE R
Title: Vice President and Chief Financial Officer

Earn-Out Adjustment Report. As defined in Section 2.3(b).

Earn-Out Calculation. As defined in Section 2.3(a).

Earn-Out Settlement Date. As defined in Section 2.3(d).

Financial Statements. The Reference Balance Sheet and the audited balance sheets, statements of cash flows and income statements of Seller for the two (2) years ended December 31, 1996 and 1997 and the unaudited balance sheet and income statement of Seller for the year ended December 31, 1998, copies of which are attached hereto as Schedule 3.19.

GAAP. Generally accepted accounting principles consistently applied.

Incumbent Board. As defined in Section 5.4.

Indemnified Party. As defined in Section 8.3.

Indemnifying Party. As defined in Section 8.3.

Independent Auditors. As defined in Section 2.3(c).

Intellectual Property. (i) All discoveries and inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications (either filed or in preparation for filing), and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations, (ii) all trademarks, service marks, trade dress, brand names, logos, domain names, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including, without limitation, all goodwill associated therewith, and all applications (either filed or in preparation for filing), registrations and renewals in connection therewith, (iii) all copyrightable works (including, without limitation, computer software), all copyrights and all applications (either filed or in preparation for filing), registrations and renewals in connection therewith, (iv) all trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulas, compositions, recipes, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (v) all other proprietary rights currently owned by Seller, (vi) all copies and tangible embodiments of the foregoing (in whatever form or medium), (vii) all licenses or agreements in connection with the foregoing, and (viii) the right to sue for infringement of any of the foregoing rights and to collect damages in such suits in each case to the extent relating to, or used, useable, or held for use in connection with the Business.

IRS. Internal Revenue Service.

Law. Any applicable law, statute, regulation, rule, ordinance, requirement, announcement or other binding action or requirement of an Authority.

Purchased Assets. All the assets, rights, properties and business of Seller used or held in the conduct of or in connection with the Business, whether tangible or intangible, real, personal or mixed, and whenever located (but, in any event, excluding the Retained Assets), including without limitation, the following:

- (a) the Seller's leasehold interest in the Leased Real Property;
- (b) Accounts Receivable, together with all other receivables and loans owing to Seller;
- (c) Seller's Intellectual Property;
- (d) all installations, fixtures, improvements, betterments and additions located on or within the Leased Real Property, machinery, equipment, appliances, furniture, office furniture, fixtures, office supplies and office equipment, computers, computer terminals and printers, computer software, telephone systems, telecopiers and photocopiers, and other tangible personal property of every kind and description that are located upon or within the Leased Real Property, which are owned or leased by Seller;
- (e) all assignable Permits (including, without limitation, any assignable permanent certificates of occupancy);
- (f) all books of account, ledgers, forms, records, documents, files, invoices, vendor or supplier lists, business records (excluding corporate minute books and stock ownership records), plans and other data which are necessary to or desirable for the ownership, use, maintenance or enjoyment of the Purchased Assets or the operation of the Business and which are owned or used by Seller, including, without limitation, all personnel, payroll, payroll tax and labor relations records, all handbooks, technical manuals and data, engineering specifications and work papers, all pricing and cost information, all sales records, all accounting and financial records, all sales and use tax returns, reports, files and records, asset history records and files, all data entry and accounting systems used to conduct the day-to-day operations of the Business, all maintenance and repair records, all correspondence, notices, citations and all other documents received from, sent to or in Seller's possession in connection with any Authorities (collectively, the "Records"); provided, however, that Seller may retain copies of such Records as are reasonably necessary to enable Seller to fulfill its regulatory or statutory obligations after the date hereof;
- (g) all sales and marketing plans, projections, studies, reports and other documents and data (including, without limitation, creative materials, advertising and promotional matters and current and past lists of customers), and all training materials and marketing brochures related to the Business;
- (h) all cash and cash equivalents, if any (whether on hand or deposit or in transit), prepaid expenses, deposits and advance payments, other prepaid items, and all rights of Seller to receive discounts, refunds, rebates, awards and the like;
- (i) Seller's goodwill related to the Business;

(j) all of Seller's rights and remedies on and after the date hereof, under warranty or otherwise, against a manufacturer, vendor or other Person for any defects in any Purchased Asset;

(k) all deposits held by Seller with respect to services to be performed or products to be delivered after the date hereof;

(l) all other properties, assets and rights of every kind, character or description which are owned or used by Seller and which are not Retained Assets;

(m) all Contracts and rights under Contracts related to the Business, including, without limitation, sales orders, customer contracts, equipment leases, insurance contracts, agreements for the provision of services by Seller to customers, and other matters used in or related to the Business.

Purchaser SEC Reports. As defined in Section 4.8.

Purchaser Shares. As defined in Section 2.2(a)(iii).

Purchaser Warranty Claim. As defined in Section 8.1(a).

Reference Balance Sheet. The unaudited balance sheet and statement of income for Seller dated the Reference Balance Sheet Date.

Reference Balance Sheet Date. March 31, 1999.

Related Entities. Purchaser, Seller and their respective Affiliates.

Representative. As defined in Section 9.1.

Retained Assets. All of the following assets of Seller: (i) any benefit, right or claim relating to any contract or liability not assumed by Purchaser; (ii) tax records, corporate books and records of Seller to the extent such records and books do not relate to the Business; (iii) income or franchise tax refunds, assessments or charges due to Seller; (iv) any employee benefit or incentive plan, agreement or arrangement, including without limitation, any pension, life insurance, profit sharing, bonus, incentive, deferred compensation, stock purchase, stock option, group insurance, cafeteria, vacation pay, severance pay or retirement plan, agreement or arrangement (other than those plans or agreements related to the Liabilities set forth on Schedule 2.7 hereto); (v) rights under this Agreement; and (vi) any other assets identified under the heading "Retained Assets" on Schedule 1.2.

Retained Liabilities. As defined in Section 2.7(b).

SEC. The Securities and Exchange Commission.

Securities Act. Securities Act of 1933.

Seller Warranty Claim. As defined in Section 8.2.